

VIA _____
(SPECIFY AIR OR SEA POUCH)

DISPATCH NO. EGQA-50415

CLASSIFICATION

INFO: MOB

DATE: 18 OCT 1954

TO : Chief, EE

FROM : Chief of Mission, Frankfurt

SUBJECT: GENERAL— Operational/CARP

SPECIFIC— Contract of Agreement with CASTONE-4

REF: EGMW-500, 31 August 54

1. Transmitted herewith is a written contract of agreement with CASTONE-4 which was prepared by the legal department in Frankfurt at the request of the CASTONE case officer. It has been duly signed and witnessed in both the English and German versions.

2. Attention is called to the reference where it is stated in paragraph 1 that Field Project Outline was submitted as received which included provisions for increasing CASTONE-4's monthly salary from 800 DM to 1,000 DM.

3. The agreement has been approved by C]

APPROVED: []

Attachments: UNDER SEP/COVER

- 1 in English
- 1 in German

Distribution:

- 3 -- EE, w/att (under sep cover)
- 1 -- MOB, w/o att

18 October 1954

NAZI WAR CRIMES DISCLOSURE ACT

EXEMPTIONS Section 3(b)
☐ (1) Strategy
☒ (2) Plans/Sources
☐ (3) Foreign Relations

FORM NO. 51-28A
MAR. 1949

Declassified and Approved for Release
by the Central Intelligence Agency
Date: 2005

SECRET
CLASSIFICATION

CONTRACT OF EMPLOYMENT

This agreement is made and entered into

between :

The United States of America,
hereinafter referred to as "The Government"

and **CASTONE 4**

Munich, Bavaria,
hereinafter referred to as "The Agent"

1. The undersigned agent undertakes and agrees hereby to perform such duties and services on behalf of the United States of America as may be assigned to him by officials of the United States of America. These services will be of a confidential nature. The agent will devote his time and energy to these duties to the exclusion of any other gainful employment, unless such additional employment is specifically authorized by the Government.

2. As compensation for the above-mentioned services, the Government agrees to pay the agent the sum of one thousand and no/100 Deutsche Marks (D.M. 1,000.00) per month.

3. In the conduct of these confidential activities, the agent agrees to be bound by the directions and instructions of the Government and shall submit all required reports, information, financial statements, accounts, or receipts promptly at the time and place required.

4. The agent will receive no benefits, emoluments, gratuities or compensation not specifically authorized by this agreement. The granting or giving of any benefit or thing of value in excess of this agreement shall not be deemed a waiver of this provision, but rather an individual gift in appreciation of exceptionally meritorious service.

5. The agent will be reimbursed for all transportation costs or other expenses which are authorized and necessarily incurred in connection with duties assigned to the agent. The determination of the Government shall be final as to what is necessary or authorized as an expense and the degree of accounting required.

6. The relationship between the Government and the agent is one of mutual trust and confidence and the agent shall not be considered an employee of the Government. No annual or sick leave shall accrue to the agent, but sick leave or vacations may be granted by the Government so long as such absences do not interfere with the performance of the agent's duties.

7. Because of the mutual trust and confidence which each party places in the other, the secrecy of all aspects of this agreement must forever remain a condition precedent to its validity. The agent hereby promises and vows to forever hold secret the fact of his agency and any and all information acquired thereby or related thereto. Any violation of this oath of secrecy will automatically terminate this agreement and render the agent liable to criminal prosecution.

8. This agreement may be terminated at any time by either party without cause, either by the Government giving 30-day notice to the agent or the agent giving a 60-day notice to the Government. It may be terminated for cause, without notice, in the event of any major breach of the agreement by the agent. No termination may be effected by the agent until he has previously accounted for all funds, supplies or other assets held by him as a result of the agency, and he has physically returned to the Government all assets, property, material or documents, including all personnel, contacts and information to whomever the Government may designate to receive them.

9. This agreement shall commence on the 1st day of July 1954 and continue for a period of one year, subject to renewal by the consent of both parties from year to year thereafter.

10. Regardless of how this agreement may be terminated, or what manner of duress or force may be applied to the agent, the oath of secrecy shall be binding for the rest of his life, unless released therefrom by the Government.

17 November 1954

I hereby certify that this is
a true copy of the ^{signed} contract
with Case 4 on file in
EE/A/G/CC Room 20114.

[]

HGO

DATE

18/11/54

REVIEWED:

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Special Contracting Officer